

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CRF 700)		RATING		PAGE OF PAGES 1 2			
2. CONTRACT NO.		3. SOLICITATION NUMBER DTFR53-04-R-00010		4. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		5. DATE ISSUED 08/13/2004		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY CODE RAD-30 Federal Railroad Administration Office of Acq. and Grant Services Sixth Floor 1120 Vermont Avenue NW Washington DC 20005		8. ADDRESS OFFER TO (If other than Item 7)							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ until 1130 ED local time 09/07/2004  
(Hour) (Date)

CAUTION: LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME Earnest Jenkins	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS earnest.jenkins@fra.dot.gov
	AREA CODE 202	NUMBER 493-6159	EXT.		

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>FOB: Destination</p> <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>B.1 DESCRIPTION OF SERVICES</p> <p>The contractor shall provide the necessary personnel, facilities, and other materials and services to perform the effort set forth in the attached Statement of Work entitled "Electronically Controlled Pneumatic (ECP) brake systems for freight service."</p> <p>B.2 CONSIDERATION</p> <p>This is a Cost Plus Fixed Fee - Indefinite-Delivery Indefinite-Quantity (CPFF-IDIQ) Type Contract.</p> <p>B.3 PRICE/COSTS</p> <p>Base Period:</p> <p>Cost Benefit Analysis of Electronically Controlled Pneumatic (ECP) brake systems for freight service.</p> <p>Period of Performance: From date of Award for a three-year period.</p>				

## **SECTION B Cont. - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.4 SUPPLIES OR SERVICES TO BE PROVIDED**

- (a) This is an Indefinite-Delivery Indefinite-Quantity (IDIQ), Cost Plus Fixed Fee (CPFF) type contract that provides for acquiring services as set forth in the Statement of Work entitle, "Benefit-Cost Analysis and Implementation Plan for Electronically Controlled Pneumatic Braking Technology in the Railroad Industry". Specific tasks will be issued through individual task Orders on a "cost plus fixed fee" and/or "firm fixed price". Task Orders will be negotiated, priced and issued individually in accordance with the terms and conditions of Section -H- Special Contract Requirements or as specified elsewhere in the contract. Funds will be obligated by each task order.
- (b) In accordance with FAR Subpart 16.5, Indefinite-Delivery Contracts, the minimum and maximum quantities of specific services are defined as follows:
- (1) Minimum Quantity: The minimum amount to be ordered under this contract represents the total minimum amount of work effort (in terms of dollars) that the Government is required to order and the contractor is obligated to furnish as ordered, over the entire term of the contract. The total minimum value for this contract shall be \$10,000.00.
  - (2) Maximum Quantity: The maximum amount to be ordered under this contract represents the total maximum amounts of work effort (in terms of dollars) that the Government may require and the contractor is obligated furnish if as ordered, over the entire term of the contract.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **Benefit-Cost Analysis and Implementation Plan for Electronically Controlled Pneumatic Braking Technology in the Railroad Industry**

#### **C.1 Background**

The Federal Railroad Administration's (FRA) Office of Safety wishes to evaluate Electrically Controlled Pneumatic (ECP) Brakes and its associated technologies as a means to enhance train operating safety. The current pneumatic braking system method found on railroads today has not dramatically changed since George Westinghouse invented the air brake in the latter part of the 19<sup>th</sup> century. Traditional pneumatic air brakes are initiated from the locomotive and applied to one freight car at a time in a domino-like sequence. It takes a long time for the air messages to travel along the train, and there is no graduated release. For example, the delay for a reduction in train line pressure to travel from the leading locomotive to the rear of a 150 car can be 150 seconds. This causes the cars to push and pull against each other during the braking process. These opposing forces strain the equipment and can cause derailments, especially in long, heavy freight trains. Also, the brakes have to be fully released then wait for the supply

reservoirs to recharge before the brakes can be reapplied. Limitations of the current technology can contribute to the cause or severity of train collisions, grade crossing accidents, poor train handling and derailments.

Electronically Controlled Pneumatic (ECP) braking technology is currently being tested by a number of major US railroads. ECP brakes use microprocessor technology and would apply brakes on all cars simultaneously. Because the system permits graduated release, it would give the engineer more control over the braking process. A car in an ECP brake train can do a self-diagnosis and report the information to the engineer through the electronic train line. Ultimately, pneumatic elements of the system can be greatly simplified (although the pneumatic train line will be retained to supply compressed air for the system).

ECP-equipped trains can stop in less distance. Use of the train brakes will tend to control, rather than exacerbate, in-train forces. The availability of graduated release will permit greater reliance on dynamic braking in mountain grade territory, reducing thermal inputs to wheels. Self-diagnostic features of ECP brakes will provide the engineer better information concerning the condition of the braking system, and the ECP communications path can be used to provide additional information concerning the condition or behavior of cars in the train. For these and other reasons, ECP brakes are expected to enhance both the safety and efficiency of rail transportation.

## **C.2 Scope and Requirements**

The FRA has a requirement to perform a comprehensive benefit-cost analysis of ECP Braking Technology. The benefit-cost analysis must quantitatively describe all of the business benefits and costs of ECP brakes (including reduced loss and damage to lading) as well qualitatively describe the safety benefits derived from such technology. The benefit-cost analysis must comply with the Office of Management and Budget's (OMB) Circular A-4.

### **C.2.1 Benefit-Cost Factors**

Factors to be considered in the analysis should include (but are not necessarily limited to) improvements in stopping distance, train handling, equipment wear, fuel consumption, distributed power control, and railroad safety, as well as include costs associated with equipment acquisition, installation, maintenance, and failure rates.

### **C.2.2 Railroad Industry Benefits**

The Contractor shall also estimate the improved efficiencies and benefits to the railroad industry as a whole, resulting from ECP braking technology (i.e. higher speeds, cycle time reductions, etc.).

### **C.2.3 Implementation Plan**

The Contractor must also develop three implementation plans wherein the railroad industry becomes fully outfitted with ECP braking equipment, either through new car purchase and/or retrofitting. At least one scenario should include the use of hybrid (overlay) systems, wherein both traditional and ECP braking equipment would be operational.

The structure of the analysis should include the entire expected life cycle of the equipment and should take into account differences in maintenance costs.

### **C.3 Deliverables:**

#### **C.3.1 Preliminary Report**

The Contractor will submit a Preliminary Report that will contain the following items:

- A literature search of any and all studies that may address potential costs and benefits of ECP brakes.
- An outline of the benefit-cost analysis approach
- A functional description of all models, simulation techniques and failure rate analysis techniques to be used

Note: FRA must approve the techniques, methodologies and analytical tools set forth in the Preliminary Report. FRA will provide requested changes (if any) to the Contractor within 30 days of receipt.

#### **C.3.2 ECP Implementation Plans**

The Contractor will submit a draft of the most cost-effective ECP implementation plan and two alternatives to the FRA for review. The FRA will evaluate and provide comments and edits to the Contractor within six weeks of receipt.

#### **C.3.3 Final Report**

Following submission and FRA review of the Preliminary Report and the ECP Implementation Plans, the Contractor will provide a Final Report of the Benefit-Cost Analysis and Implementation Plan for Electronically Controlled Pneumatic (ECP) Braking Technology in the Railroad Industry to the FRA. The Report must include a list and description of potential safety benefits (without quantification). The Contractor shall make recommendations to FRA for demonstrating the ECP brake technology to the rail industry as well as recommendations for potential regulatory changes for FRA consideration for each of the selected implementation plans.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 PRESERVATION, PACKING AND MARKING**

(a) All packing, packaging and mailing of reports or submittals, if applicable, shall be accomplished in the most economical and efficient manner in accordance with best commercial practices.

(b) All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall be clearly marked with the name of the organization/contractor, the contract, task order and/or modification number as appropriate and the identification of the submission.

## **D.2 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information under the terms and conditions of the contract, including forms, reports, etc., to the Contracting Officer or the COTR, shall be paid by the contractor.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 52.252-2      CLAUSE INCORPORATED BY REFERENCE      (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<http://www.arnet.gov/far>

### **E.2 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES**

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.246-4	Aug 1996	Inspection of Services - Fixed Price
52.246-5	Apr 1984	Inspection of Services - Cost Reimbursement

### **E.3 INSPECTION AND ACCEPTANCE**

Satisfactory completion of work under this contract shall be indicated by written receipt of such work by the Contracting Officer or the designated COTR. Taking physical delivery of deliverable items shall not constitute acceptance. The Contracting Officer shall make final acceptance at the conclusion of the contract in writing.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES**

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	Aug 1989	Stop Work Order
52.242-17	APR 1984	Government Delay of Work

### **F.2 PERIOD OF PERFORMANCE**

(a) Base Period of Performance: The period of performance for the base period shall be (36) thirty-six months commencing from the effective date of the contract.

### **F.3 PLACE OF DELIVERY**

- (a) Although no deliverables are anticipated for this contract, any deliverable required by individual task orders shall be delivered under transmittal letter, to the Contracting Officer's Technical Representative (COTR) at the following address:

U.S. Department of Transportation  
Federal Railroad Administration  
Office of Safety  
Attention: TBA

- (b) A copy of all progress reports shall be delivered to the Contracting Officer at the following address:

U.S. Department of Transportation  
Federal Railroad Administration  
Office of Acquisition and Contracts Services (RAD-30)  
1120 Vermont Avenue, NW, Mail Stop 50  
Washington, D.C. 20590

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 TAR 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer. [End of Clause]

### **G.2 BILLING INSTRUCTIONS**

The contractor shall submit invoices for payment utilizing Standard Form 1034, submitted in an original and four (4) copies, in accordance with "Instruction for Preparation and Submission of Public Vouchers" (available from the Contracting Officer). Invoices shall be submitted to:

U.S. Department of Transportation  
Federal Railroad Administration  
P.O. Box 4110  
Attn: Cynthia Atlee  
Oklahoma City OK 73126

### **G.3 TRAVEL AND PER DIEM**

If applicable, all travel reimbursable hereunder shall conform to FAR 31.205-46 and the following:

- (a) All travel shall be reimbursed in accordance with current Government travel regulations at economy class rates when available. If not available, reimbursable vouchers shall be annotated that economy class was not available.
- (b) The contractor shall be reimbursed for actual costs for per diem/subsistence costs in accordance with current government Travel Regulations.

#### **G.4 CONTRACTING OFFICER'S TASK MONITOR (TM)**

(a) The Contracting Officer may designate additional technical personnel to serve, as TM's to assist the COTR in monitoring the work under this contract. The COTR will coordinate and manage the activities of the TM, who will in turn, with the COTR's concurrence and consent, act as his/her agent within the limits of the COTR's authority to the extent that the TM does not supplant the individual in his or her responsibilities or capacity as COTR.

(b) The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of terms and conditions of this contract. Only the Contracting Officer shall authorize any such revision in writing. The Contracting Officer shall promptly countermand any action that exceeds the authority of the COTR or TM's.

#### **G.5 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)**

- (a) The personnel and/or facilities as specified in paragraph (c) are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.
- (c) Prior to removing, replacing or diverting any of the specified individuals or facilities, the contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including personnel substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (d) No diversion shall be made by the contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel under this Contract are: (Contractor Fill-In)

Name	Title
------	-------



## **G.6 ACCEPTANCE OF KEY PERSONNEL SUBSTITUTIONS/REPLACEMENTS**

In evaluating the justification and proposed substitution(s) of key personnel throughout the period of performance of this contract, the Contracting Officer reserves the right to make an assessment on the technical and/or professional qualifications of the proposed substituting individual(s). The Contracting Officer further reserves the right to disallow the utilization of the proposed substituting individual(s) for performance on the subject contract, when the technical and/or professional qualifications of the proposed individuals are determined by the Contracting Officer, (1) not to be substantially equivalent to the technical and/or professional qualifications of the key personnel they are to substitute or (2) not sufficient to reasonably insure successful performance or otherwise endanger project performance, progression or completion.

## **G.7 COTR ASSIGNMENT**

\_\_\_\_\_ is hereby designated as the Contracting Officer's Technical Representative (COTR) for this contract. The COTR can be reached by telephone at (XXX) XXX-XXXX.

The COTR has the authority to monitor the technical progress of required deliverable services under the contract. This includes visits to the contractor's place of performance, meetings and telephone conversations with the contractor's personnel, inspection, acceptance or rejection of the contracted items and other duties that may be authorized by the Contracting Officer.

The COTR cannot authorize or order the cessation of contract work nor delete, change or waive any of the technical requirements or other Terms and Conditions of the contract. If a change (monetary or otherwise) to the contract is desired, the contractor must submit a written request to the Contracting Officer for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 ACCESSIBILITY OF MEETINGS AND CONFERENCES TO PERSONS WITH DISABILITIES**

The contractor shall assure that any meeting or conference held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities in accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations.

### **H.2 GENERAL PURPOSE EQUIPMENT**

The contractor shall not fabricate, purchase, rent or otherwise acquire any general-purpose equipment, the acquisition cost of which is to be charged directly to the performance of this contract unless prior written approval to do so is obtained from the Contracting Officer. For the purpose of this clause, general-purpose equipment is defined as any property with a useful life of more than one (1) year, which can be used in the production,

administration, research or test of a product or service outside of this contract or an order issued hereunder.

### **H.3 EXCLUDED FUNCTIONS AND RESPONSIBILITIES**

(a) Functions and responsibilities directly involved or associated with the management of any FRA Office are expressly excluded from this contract or order issued there under. The parties hereby agree that any instructions, directives or orders issued under this contract involving such management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the contractor under this contract or order issued there under:

- (1) Policy making or management of FRA operations;
- (2) Program or project management;
- (3) Technical management of Government contracts;
- (4) Government purchasing, contracting, contract administration, acceptance of materials and/or performance, pay and accounting therefore;
- (5) Direction or supervision of other Government contracts or Government agencies or otherwise acting as an agent to obligate or commit in any capacity;
- (6) Clerical and other administrative type functions required to be performed by civil service personnel; and
- (7) Supervision of Government employee.

### **H.4 REPRODUCTION OF REPORTS**

Federal printing and binding regulations require that printing or reproduction of reports, data or other written materials produced under contracts or contracts which exceed 5,000 production units of any page, or 25,000 production units in aggregate, must be processed through the U.S. Government Printing Office (GPO). Accordingly, unless otherwise specifically approved in advance by the Contracting Officer, any project report or other written materials produced under an order on this contract that is expected to exceed these limits must be submitted to the COTR in one camera-ready original. The Government will reproduce the required number of copies exceeding the above limits. Any use of color in the final report that would result in color printing (black plus one or more colors) must have prior approval of the Contracting Officer. All printing funded by this contract or order hereunder must be done in conformance with Joint Committee on printing regulations as prescribed in Title 44, U.S.C., and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

### **H.5 ORGANIZATIONAL CONFLICT OF INTERESTS AND NON-AVAILABILITY**

(a) As a requisite to the issuance of a task order, the Contracting Officer must determine that the Contractor has no organizational conflict of interest (or interest the Contracting Officer determines may be mitigated or neutralized) in the particular proposed activity or site specific project and is otherwise available in terms of projected workload capability.

(b) For the purpose of this contract, the term "organizational conflict of

interest" means a situation where a contractor has interest, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (i) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the contractor, or in securing the advantages of adequate competition in its procurement or (ii) from industry's standpoint in that unfair competitive advantages may accrue to the contractor in question.

(c) Upon contract award and/or receipt of a solicitation for a proposed task order, the offeror shall fully disclose in writing to the Contracting Officer any organizational conflict of interest with respect to this contract which shall include a description of the action which the offeror has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(d) Until and unless the Contracting Officer determines that a conflict of interest exists, or that the contractor is otherwise unavailable, the contractor should continue its preparations to submit a task order proposal (technical and/or cost), as solicited.

(e) In the event that the offeror was aware of the organizational conflict of interest prior to award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

#### **H.6 TASK ORDER PROPOSAL EVALUATION**

(a) Upon receipt of the Contractor's proposal, the Contracting Officer will evaluate the technical proposal response to determine its technical acceptability and sufficiency. The Government reserves the right to accept or reject the Contractor task order proposal without further discussions or negotiations. The Contracting Officer will hold negotiations, as necessary, to resolve any technical and/or cost issues in the proposal.

(b) Upon completion of the above, the Contractor shall be issued a completed task order document accompanied by a Statement of Work to include incorporation by reference of the accepted technical approach within the proposal. Only upon receipt of a fully executed task order shall the contractor commence work there under. The Government shall not be obligated to reimburse the Contractor for work performed, items delivered (if applicable) or costs incurred, nor shall the Contractor be obligated to perform, deliver or otherwise incur costs except as authorized by a fully executed task order which has been signed by the Federal Railroad Administration's Contracting Officer.

#### **H.7 NOTICE OF INCORPORATION IN CONTRACT AWARD**

(a) Section K, Representations, Certifications and Other Statements of Offerors, of the original solicitation document, will not be provided with the contract award document. Section K, however, will be fully incorporated into the contract award document by reference.

(b) In addition to the special provisions of this solicitation, any resultant contract shall include the general provisions applicable to the offeror's

organization and type of contract award. Any additional clauses required by Public Law, Executive Order or procurement regulations, in effect at the time of execution of the proposed contract, will be included.

## **H.8 ADDITIONAL CONTRACT TERMS & CONDITIONS**

The following terms and conditions are hereby incorporated into this contract:

Data and software developed and/or utilized under this contract are to be delivered to the government upon completion of the contract, with source code and user documentation as appropriate, and become the property of the U.S. Government. If proprietary models are utilized, the government shall have user access to the software as well as user documentation.

## **SECTION I - CONTRACT CLAUSES**

### **I.1 52.252-2 CLAUSE INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

### **I.2 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES**

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions.	(DEC 2001)
52.203-3	Gratuities.	(APR 1984)
52.203-5	Covenant Against Contingent Fees.	(APR 1984)
52.203-7	Anti-Kickback Procedures.	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	(JUN 2003)
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	(JUL 1995)
52.215-8	Order of Precedence - Uniform Contract Format.	(OCT 1997)
52.216-18	Ordering	(OCT 1995)
52.216-19	Order Limitations	(OCT 1995)
52.216-22	Indefinite Quantity.	(OCT 1995)

52.216-23	Execution and Commencement of Work.	(APR 1984)
52.216-24	Limitation of Government Liability.	(APR 1984)
52.216-25	Contract Definitization.	(OCT 1997)
52.216-26	Payments of Allowable Costs Before Definitization.	(DEC 2002)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns.	(JAN 1999)
52.219-8	Utilization of Small Business Concerns.	(OCT 2000)
52.222-3	Convict Labor.	(JUN 2003)
52.222-26	Equal Opportunity.	(APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities.	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	(DEC 2001)
52.222-38	Compliance with Veterans' Employment Reporting Requirements.	(DEC 2001)
52.223-6	Drug-Free Workplace.	(MAY 2001)
52.223-14	Toxic Chemical Release Reporting.	(AUG 2003)
52.227-14	Rights in Data - General.	(JUN 1987)
52.229-3	Federal, State, and Local Taxes	(APR 2003)
52.232-17	Interest.	(JUN 1996)
52.232-22	Limitation of Funds.	(APR 1984)
52.232-23	Assignment of Claims.	(JAN 1986)
52.232-25	Prompt payment.	(FEB 2002)
52.232-34	Payment by Electronic Funds Transfer- Other than Central Contractor Registration.	(MAY 1999)
52.233-1	Disputes.	(JUL 2002)
52.233-3	Protest after Award.	(AUG 1996)
52.242-13	Bankruptcy.	(JUL 1995)
52.243-1	Changes Fixed Price - Alternate 1	(AUG 1987)
52.243-2	Changes - Cost-Reimbursement.	(AUG 1987)
52.245-2	Government Property (Fixed Price Contracts) Alternate 1	(JUN 2003)
52.246-25	Limitation of Liability - Services.	(FEB 1997)
52.249-6	Termination (Cost-Reimbursement).	(SEP 1996)
52.249-6	Termination (Cost-Reimbursement) - Alternate II	(SEP 1996)
52.253-1	Computer Generated Forms.	(JAN 1991)

### **I.3 TRANSPORTATION ACQUISITION REGULATION (TAR) (48 CFR CHAPTER 12) CLAUSES**

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1252.209-70	OCT 1994	DISCLOSURE OF CONFLICTS OF INTEREST
1252.242-72	OCT 1994	DISSEMINATION OF CONTRACT INFORMATION

### **I.4 52.204-1 Approval of Contract. (DEC 1989)**

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

**SECTION J - LIST OF ATTACHMENTS (NONE)**

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment or modification of any Federal contract, contract, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. (End of provision)

**K.2 FAR 52.204-1 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which

the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_.

(f) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**K.3 FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b) (1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it \* is a women-owned business concern.

(End of provision)

**K.4 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATERS (APR 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [\*] have not [\*], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;



(C) Are [\*] are not [\*] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [ ] has not [ ] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar

positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**K.5 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street  
Address, City, State, County,  
Zip Code)

Name and Address of Owner and  
Operator of the Plant or  
Facility if other than Offeror or  
Respondent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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[End of Provision]

**K.6 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is *[insert NAICS code]*.

(2) The small business size standard is *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 18 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women?

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including

suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### **K.7 FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

(a) *General*. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations*. (1) *General*. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b) (1) of this provision is accurate for the small

disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

**K.8 FAR 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

**K.9 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that -

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**K.10 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

**K.11 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b) (1) (A) of EPCRA, 42 U.S.C. 11023(b) (1) (A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

**K.12 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.



(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*] -

[ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data - General."

(End of provision)

**K.13 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9901.201-2(c)(5) or 9901.201-2(c)(6), respectively.

**I. Disclosure Statement - Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9901.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9901.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: [ ]

Name and Address of Cognizant ACO or Federal Official Where Filed: [ ]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby

certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9901.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9901.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9901.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ ☐ yes ☐ ☐ no

(End of provision)

## SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es) :

DIRECT: <http://www.arnet.gov/far>

LINKS: <http://www-far.npr.gov> <http://www.deskbook.osd.mil/>  
<http://www.dot.gov/ost/m60/acquniv.htm>FEDERAL ACQUISITION

#### **PRE-PROPOSAL CONFERENCE:**

**The Federal Railroad Administration will host a Pre-Proposal Conference on August 25, 2004, from 1:00 to 3:00 P.M. in FRA Administrator's Conference Room, 7<sup>th</sup> Floor, at 1120 Vermont Avenue, NW, Washington, DC, 20005.**

**All questions pertaining to this solicitation must be received at FRA to the attention of Earnest Jenkins no later than close of business August 23' 2004, via email to: [earnest.Jenkins@fra.dot.gov](mailto:earnest.Jenkins@fra.dot.gov)**

**All Contractors must submit the names of the attendee(s) to Earnest Jenkins no later than close of business on August 23, 2004, via email to: [earnest.Jenkins@fra.dot.gov](mailto:earnest.Jenkins@fra.dot.gov)**

**ALL INTENDING OFFERORS ARE ENCOURAGED TO ATTEND.**

#### REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.204-6	JUN 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	MAY 2001	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQU
52.215-16	OCT 1997	FACILITIES CAPITAL COST OF MONEY
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

**L.2 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997), ALTERNATE IV (OCT 1997)**

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

(1) Direct Material Costs - Actual material requirements, items, and costs will be identified and negotiated by individual task order.

(2) Subcontracting Costs - Offerors should show the total estimated cost of anticipated subcontract effort and provide supporting data for each subcontractor.

(3) Material Overhead - Offerors should show a cost for material overhead only if its accounting system provides for such cost segregation and only if this cost is not computed as part of labor overhead or G&A.

(4) Direct Labor Costs - Actual direct labor costs will be negotiated by individual task order. For proposal purposes, however, the offeror shall budget for the level of effort and skill/mix as identified in subsection L.7. Offerors should show hourly rates and total hours for each category of direct labor proposed. Identify the basis for the direct labor hourly rate including whether actual or projected rates are being proposed; whether or not uncompensated overtime\* is being included; and if actual employee or categorical direct labor rates are being applied.

\* If uncompensated overtime is proposed, the offeror shall, at a minimum, support its application with evidence of pre-established corporate accounting principals/policies, which support its equitable allocation for all work being performed by the contractor and the method for allocating the expense. Failure to support the application of uncompensated overtime may result in an upward adjustment of your cost proposal during its analysis and/or a determination that the proposed price is unrealistic.

(5) Labor Overhead - Offerors should propose and apply an overhead rate(s), which is in keeping with its accounting system. The overhead rate should be fully supported with a recent (less than a year old) Government audit agency audit report showing the recommended overhead rate(s) and base(s). If no such audit report exists, the offeror should furnish data supporting the proposed rates. The data shall include a break down of the items comprising overhead and the base(s) upon which the burden(s) is (are) computed.

(6) Equipment Costs - excluding G&A and fee - Offerors should identify specific equipment unit prices or usage rates if its accounting system supports the direct charge of such costs. Equipment rates may be proposed on any basis (i.e., hourly, daily, weekly, or monthly).

(7) Travel Costs - excluding G&A and fee - Individual travel locations,

trip durations, and associated travel costs will be identified and negotiated by individual task order. Consequently, offerors shall incorporate a travel budget unloaded

(8) Individual Consultant Service Costs - Offerors should identify the contemplated consultant(s), state the amount of service estimated to be required, and the proposed the consultant=s quoted daily or hourly rate.

(9) Other direct costs - excluding G&A and fee - Offerors should list all other direct costs not otherwise included in the categories described above (e.g. services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment) and provide the bases for pricing.

(10) General and administrative expenses - Offerors should propose and apply a G&A rate which is in keeping with its accounting system. The G&A rate should be fully supported with a recent (less than a year old) Government audit agency audit report showing the recommended G&A rate and base. If no such audit report exists, the offeror should furnish data supporting the proposed rate. The data shall include a break down of the items comprising the G&A and the base upon which the burden is computed.

(11) Royalties - Offerors should propose a cost only as applicable.

(12) Contract facilities capital cost of money - Offerors should show a cost for facilities capital cost of money only if its accounting system provides for such cost segregation and only if this cost is not included elsewhere. [End of Provision]

### **L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an indefinite delivery, indefinite quantity, cost-plus-fixed-fee contract that results from this solicitation. (End of Provision)

### **L.4 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the following:

U.S. Department of Transportation  
Federal Railroad Administration  
Office of Acquisition and Contracts Services  
Attention: Contracting Officer (RAD-30)  
1120 Vermont Avenue, NW, Mail Stop 50  
Washington, D.C. 20590

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO. (End of provision)

## L.5 GENERAL INSTRUCTIONS - PROPOSALS

The Government may make award without discussions in accordance with FAR 15.306(a) and solicitation provision FAR 52.215-1, Instructions to Offerors - Competitive Acquisitions. Offerors are encouraged to submit their best offer, since offerors may not have an opportunity to revise their proposals.

The following general instructions establish the minimum acceptable requirements for the format and content of the written proposal(s).

- (1) Proposal Volumes, Organization, and Page Limits: The proposal(s) must be prepared in three separate volumes: Volume I - Technical Proposal, Volume II - Business/Cost Proposal, and Volume III - Past Performance Information. Each of these volumes shall be a stand-alone document so that evaluation of one may be accomplished independently of evaluation of the other. See paragraph L.6 for specific Technical Proposal Instructions, paragraph L.7 for specific Business/Cost Proposal Instructions, and paragraph L.8 for specific Past Performance Information Instructions. All proposals shall be typewritten with a font size not less than 10. Page size shall be 8-1/2 by 11 inches. Double-sided pages will include both sides in the page count. The following establishes page limits and other organizational data for proposal information.
- (2) Authorized Official and Submission of Proposal: An official authorized to bind your organization must sign the proposal. The proposal should be submitted as follows: An original and four copies of your technical and business/cost proposals, and an original and one copy of your past performance information. Submit your proposal volumes to the address indicated in block 7 on the Standard Form 33. The RFP (request for proposal) number (DTFR53-04-R-00010) must be clearly marked on the original and all copies of the proposal, as well as on the face of the envelope in which the proposal is mailed. If proposals are to be hand-carried, they must be closed and sealed as if for mailing. Hand-carried proposals must be delivered to the Contracting Officer designated in block 10 of the Standard Form 33, the designated contract specialist for the procurement, or to their supervisor. Otherwise, the Government cannot be responsible for the proposal.
- (3) Evaluation of Proposals: The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.
- (4) Rejection of Proposals: The Government reserves the right to reject any or all proposals received. It is understood that your proposal will become part of the official contract file. Facsimile transmissions will not be accepted.
- (5) Unnecessarily elaborate brochures: Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a

complete and effective proposal are not desired and may be construed as an indication of the offeror(s) lack of cost consciousness. Elaborate art work, expensive visual, and other presentation aids are neither necessary nor wanted.

- (6) Proposal Costs: The Government will not pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.
- (7) General Provisions: In addition to the special provisions of this request for proposal, any resultant contract shall include the general provisions applicable to the selected offeror(s) organization and type of contract award. Any additional clauses required by Public Law, Executive Order, or procurement regulations, in effect at the time of execution of the proposed contract, will be included.

#### **L.6 TECHNICAL PROPOSAL INSTRUCTIONS**

- (a) General Instructions The technical proposal must not contain reference to cost except to the extent that resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., is necessary in order to demonstrate your technical understanding of the Statement of Work. To permit a thorough and effective evaluation, the technical proposal should be sufficiently detailed to clearly and fully demonstrate that the offeror has a thorough and clear understanding of the RFPs requirements and to permit the Government to make an evaluation of the proposal without further information being required from the offeror. Statements that the offeror understands, can or will comply with the Statement of Work and statements paraphrasing the Statement of Work, or parts thereof, are considered inadequate, and phrases such as standard procedures will be employed and well-known techniques will be used, will not be acceptable and may result in rejection of the proposal. A full explanation of the techniques and procedures proposed will be followed shall be included. Block diagrams, drawings, charts or logic models should be included, as appropriate, to present a full, complete and clear explanation. The proposal submitted may contain trade secrets, commercial and/or financial information which the contractor or its proposed subcontractor(s) does not want disclosed for any purpose other than the evaluation of his/her proposal. All such restricted information contained in the proposal shall be clearly identified. The technical portion of the proposal should be included in Volume I and the cost portion of the proposal should be included in Volume II as described in paragraph L.5.
- (b) Specific Instructions. To assist in the expeditious and comprehensive evaluation of the proposals, your response shall be prepared in accordance with the guidelines, format and page limits listed below:



- (1) COVER PAGE - The name of the proposing organization, author(s) of the technical proposal, the RFP number and the title of the RFP should appear on the cover. One (1) volume shall be originally signed and marked as the original technical proposal. The remaining copies of the technical proposal shall be annotated as a copy.
- (2) TABLE OF CONTENTS - Provide sufficient detail so that all important elements of the proposal can be located readily.
- (3) INTRODUCTION - The introduction should shall not exceed a two-page summary outlining any necessary background information and an overview of the proposal. It should also discuss your interest in submitting a proposal and the importance of this effort in relation to your overall operation.
- (4) **CONTENT OF TECHNICAL PROPOSAL - The offeror must provide an original and 4 copies, of the technical proposal. The following sections shall be included in the Technical Proposal as specified below:**

(1) Technical Approach

(a) The offeror shall use as many subparagraphs, appropriately titled, as needed to clearly demonstrate the understanding and general approach to the Statement of Work in this solicitation document. The technical approach shall not exceed **fifteen (15) pages**.

(2) Key Personnel - (Also see Sections C) Key Personnel are the individuals designated by the offeror, and approved by the Government, who will be responsible for the scientific or technical direction of the project. The offeror shall provide the names of all key personnel proposed including a statement of their specific assignments, and the percentage of time (availability) each individual will apply to this contract. Also, the locations of the individuals during the assignment shall be shown (i.e., Headquarters, New York Branch, etc.). A separate resume must be submitted for each key person proposed and shall not exceed **3 pages** per resume. The resume should include a description of the employee's experience in providing similar services to those listed in the statement of work and Start Up Task Order. Resumes shall be arranged in alphabetical order and show precise time frames of all documented education, training and experience. Documented qualifications that do not clearly show time frames will be judged as out of date and deficient. The resume must indicate if the person is currently employed by the offeror and, if not so employed, what kind of commitment or offer of employment has been made to assure his availability to this project. If proposed project personnel are not currently employed either by the offeror or a proposed subcontractor a signed letter of intent from the person must be included. Involvement and/or commitment to other contracts are of course not a disqualifying factor; however, the proposed personnel must be available to effectively support this contract.

- (3) Management Plan /Program Quality Control Plan The offeror must provide a detailed management plan that will be followed during contract execution. The offeror's management plan must include the proposed line of responsibility, authority, and communication through which the tasks will be managed, and the procedure to be taken to ensure quality control and cost control. The offeror must define the proposed organizational structure (including responsibilities, and reporting structure) for the project/contract, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface with both the offeror's corporate structure and with the Federal Railroad Administration command structure. The offeror must propose policies and, procedures for managing and directing the effort for productivity, quality, cost control, and early identification and resolution of problems. The management plan shall include a staffing plan, which proposes how the non-key personnel portion of the contract will be staffed. In the plan the offeror must describe the extent to which the offeror proposes to staff the non-key portion (by labor category) with current employees or with those for whom the offeror has binding contingency hire agreements. Also the plan must describe the offeror's proposed recruiting/hiring program for staffing the contract with qualified personnel over the life of the contract, with examples of previous successful recruiting/staffing efforts on contract(s) of personnel at time of contract award is with current employees or contingent hires. The Management Plan shall not exceed **fifteen (15) pages**.

**L.7 BUSINESS/COST PROPOSAL INSTRUCTIONS** - Original plus 3 copies - no page limitations

General Instructions. The Business/Cost proposal shall consist of three distinct sections: (1) Business Data, prepared in accordance with the instructions in paragraph (1) below, (2) Cost and Pricing Data for the life of the Basic Contract to include option periods, prepared in accordance with paragraph (2) below, (3) Cost Estimate for the Sample Tasks. The offeror shall follow the format requirements set forth herein.

(1) Business Data

(A) This section shall only be included in the original copy of the Business/Cost Proposal. As such, it shall contain an original, signed copy of this RFP, sections A through K. This document, which may be used as part of the contract award document, shall be fully executed and returned. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Standard Form 33. This document shall not be embellished with any covers or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may

also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualification. Offerors should be sure to acknowledge receipt of all amendments if issued.

(B) TERMS AND CONDITIONS - The proposal shall stipulate that it is predicated upon all the terms and conditions of the RFP. In addition, it shall contain a statement to the effect that it is firm for a period of at least 180 days from the date of receipt thereof by the Government (see Block 12 on the Standard Form 33). Eligible small disadvantaged business concerns are instructed to include in its cost proposal a completed copy of FAR clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, included herein in Section I hereof.

(C) ROYALTIES - The offeror shall furnish information concerning royalties, if any, which are anticipated to be paid in connection with the performance of work under the proposed contract.

(D) INDIRECT COST RATE(S) SUPPORT - The offeror shall provide the basis for all indirect rates including overhead and G&A. Specific accounting information shall be included such as the most current financial records, which support the proposed indirect rates, and its method of calculation. In addition, the offer shall include a copy of the most current audit of their financial records. This may include a copy of the most recent audit from the Defense Contract Audit Agency (DCAA) or other commercial accounting firm.

(E) FINANCIAL CAPACITY - The offeror shall indicate if he/she has the necessary financial capacity, working capital and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source. The offeror shall submit a copy of their most recent financial statement and all other information deemed relevant to convincingly demonstrate its ability to perform the requirement from a financial point of view. Similar information is requested for any proposed subcontractors.

(F) PERFORMANCE CAPABILITY - The offeror shall provide acceptable evidence of its ability to obtain equipment, facilities, and personnel necessary to perform the requirements of this project. If these are not represented in the offeror's current operations, they should normally be supported by commitment or explicit arrangement, which is in existence at the time the contract is to be awarded, for the rental, purchase, or other acquisition of such resources. In addition, the offeror shall indicate its ability to comply with the required performance/delivery schedules, taking into consideration all existing business commitments, commercial, as well as Government.

(G) SUBCONTRACTING PLAN - The offeror shall include a subcontracting plan in accordance with FAR 19.702, as applicable. The Contracting Officer before contract award must approve the plan. If the offeror is not required to submit a subcontracting plan, the offeror must describe the percentage of the proposed effort to be performed by

small businesses, small disadvantaged businesses and large businesses.

(2) Cost and Pricing Data - Basic Contract

Offerors are instructed to prepare their cost proposals in sufficient detail to permit thorough and complete evaluation by the Government. The offeror shall submit a cost proposal fully supported by cost and pricing information adequate to determine the reasonableness of costs proposed and to determine cost realism. The cost proposal shall consist of a cost-element breakdown consistent with the offerors cost accounting system, and shall include all supporting explanations or rationale of proposed costs. Offerors shall clearly identify all subcontracted items and include the name and address of the proposed subcontractor. Written quotations for all subcontracted services must be included with the cost proposal. This analysis may also be used to determine the offerors understanding of the work and ability to perform the contract. The following cost elements shall be addressed:

Direct Labor: Direct labor cost estimates shall be supported with breakdowns by the major functional areas, including the number of labor hours estimated, and estimated percent of total overall labor time, for each individual proposed and their corresponding actual or average hourly rates. The total estimated labor hours for the base period of performance and subsequent option periods shall correspond with the hours presented herein

The offeror must submit proof of proposed wages, salary rate schedules and a plan for any additional compensation resulting from employee relations, profit sharing, and pension or health and welfare benefits. The proposal shall indicate whether current rates or escalated rates are used. If an escalation of labor rates is incorporated in the cost proposal, state the percentage and methodology used for the proposed escalation; i.e., a fixed escalation factor applied to a base rate as of a specified date, or a proposed average rate which incorporates the actual rate and the proposed escalated rate for the period of performance.

(B) Other Direct Costs: Include in this category estimated costs for all other direct costs associated with providing the type of service to be acquired (i.e., consultants, subcontracts, transportation/travel, supplies, communications, etc.) A complete explanation of each element of cost, detailing the rationale used in developing the estimate, must be included. The explanation shall include a reference to a requirement in the statement of work.

Since actual requirements will be identified by each task order after award, offerors shall incorporate travel costs as other direct costs within the appropriate periods of performance. These estimates should not preclude offerors from estimating other direct costs that can be reasonably estimated.

(C) Indirect Costs: Indirect costs shall be proposed in accordance with the offerors current negotiated rate agreement with DCAA or other government audit agency. The offeror shall provide the name, address,

and telephone number of their Government audit agency and a copy of their latest negotiated rate agreement. If the offeror does not have a negotiated rate agreement, the indirect rates proposed must be fully justified and are subject to negotiation. The justification shall include a breakdown of the items comprising overhead and the base(s) upon which the burden(s) is (are) computed.

(D) Fee: The offeror shall propose a fixed fee and shall provide supporting rationale for the proposed fee. The offeror shall also indicate the application of fixed fee.

(2) Cost and Pricing Data - Startup Tasks

A separate section in the cost proposal shall be prepared for the startup task orders as identified in Section C. Note: This information shall be included in the cost proposal only and not as part of the technical proposal.

Other Instructions.

- (1) Cost Accounting System: The offeror shall provide a detailed description of the offeror's accounting system along with a copy of the most recent Government auditing agency accounting system review. Additionally, it is requested your firm list its cognizant Government audit office, including address, telephone number, and the name of the supervisory auditor.
- (2) Forward Pricing Rate Agreement: If an offeror is operating under a current Government auditing agency forward pricing agreement, a copy of the agreement should be furnished with the proposal.
- (3) Uncompensated Overtime Policy: The offeror shall describe its corporate policy on uncompensated overtime, addressing its standard workweek. The offeror shall describe any deviation from its corporate policy in developing direct labor rates for this proposed contract. If uncompensated overtime is proposed, the offeror shall provide written documentation, which supports the proposed amount of overtime, which is uncompensated. This documentation shall include all relevant historical data, which would support the offeror's claim, including prior billing practices. A statement shall be included as to whether or not a Government auditing agency has reviewed the proposed uncompensated overtime policy.

**L.8 PAST PERFORMANCE INFORMATION (Original plus 3 copies - no more than 10 pages)**

General Instructions. Offerors should note the difference between organizational experience and past performance. Organizational experience pertains to the types and amounts of work experience previously performed

by a contractor, whereas, past performance relates to the quality and how well a contractor performs the services. Past performance information is an indicator of the offeror's ability to perform the contract. The assessment of past performance is separate from the responsibility determination required in accordance with FAR 9.103. The number and severity of an offeror's problems, the effectiveness of corrective action taken, the offeror's overall work record, and the age and relevance of past performance information shall be considered. Offerors lacking a record of relevant past performance or for whom information on past performance is not available, shall be evaluated neither favorably nor unfavorably.

It is the responsibility of the offeror to ensure all information supplied as references is current and accurate, i.e., contact persons, phone numbers and fax numbers. Offerors should contact their references prior to submittal of their written proposal to inform them of the urgency of their response to our past performance survey. The Contracting Officer will not contact offerors if the information provided is incorrect, incomplete or no longer current.

If clarifications are requested or negotiations are conducted with the offeror, the offeror will be afforded an opportunity to discuss past performance information on which the offeror has not had a previous opportunity to comment. **However, names of individuals providing reference information on past performance will not be disclosed.**

The Government shall not be limited to the information or references provided solely by the offeror. Information offered or obtained independently of this solicitation may be used in the evaluation of the offeror's past performance.

Specific Instructions. Offerors shall submit a description of the last (3) contracts or subcontracts (Government or Commercial) awarded to the offeror for similar services completed during the past three years and all contracts and subcontracts for similar services currently in progress. The following information must be included for each reference:

- (1) Contract title
- (2) Contract number
- (3) Name of Government or commercial contracting activity, address and telephone number
- (4) Procuring Contracting Officer's name and telephone number
- (5) Procuring Project Officer's name and telephone number
- (6) Date of contract award and period of performance, including options
- (7) Contract type
- (8) Contract award amount
- (9) Final, or project final, contract price/cost
- (10) Brief description of the requirement
- (11) Description of contract performance to include a brief explanation of any problems or delays encountered and any corrective actions taken in regards to either cost, schedule, or performance.

## **L.9 INQUIRIES/QUESTIONS REGARDING THIS SOLICITATION**

Inquiries concerning the solicitation requirements shall be in writing, email or fax and must be received by the Contracting officer at the location noted in Block 7 of the Standard Form 33, "Solicitation, Offer and Award," or email to [earnest.jenkins@fra.dot.gov](mailto:earnest.jenkins@fra.dot.gov), on or before 15 Calendar days prior to the closing date. Fax inquiries to 202-493-6171 are acceptable with a telephone call to 202-493-6154 to give notice of the fax transmittal. In the event of an amendment to the solicitation, questions must be received within 3 calendar days after issuance of the amendment or 12 calendar days prior to the closing date, whichever is later.

### **SECTION M - EVALUATION FACTORS FOR AWARD**

#### **M.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these Address(es) :

DIRECT: <http://www.arnet.gov/far>

LINKS: <http://www-far.npr.gov>

<http://www.des>

[book.osd.mil/](http://book.osd.mil/)

<http://www.dot.gov/ost/m60/acquniv.htm>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.217-5	JUL 1990	EVALUATION OF OPTIONS

#### **M.2 TECHNICAL PROPOSAL EVALUATION**

The technical proposals will be evaluated in accordance with the evaluation factors set forth below. The technical evaluation criteria described and listed below form the basis by which each offeror's proposal is to be evaluated. The technical evaluation will be based on the extent to which the offeror demonstrates its capability to provide the required expertise to perform the requirements of this proposed contract. The technical evaluation criteria are listed in descending order of importance.

(a) TECHNICAL APPROACH:

1. Technical Approach: The evaluation will be based upon the extent to which the offeror clearly demonstrates an understanding and general approach to the tasking areas set forth in the SOW.

(b) KEY PERSONNEL: Key personnel will be evaluated based on the extent to which personnel resumes submitted by the offeror clearly outline the educational background and experience that demonstrates the ability to meet or exceed the requirements as set forth in section c.

(c) MANAGEMENT PLAN/PROGRAM QUALITY PLAN

Each offeror's proposal will be evaluated based on the instructions provided in Section L and the requirements of the solicitation as set forth in section c.

Each offeror's technical proposal shall be scored by using one of the following adjectival ratings, which will be based on a composite of adjective ratings assigned to each of the three (3) criteria listed above. The ratings will be supported with an offeror's strengths, weaknesses, and deficiencies as well as associated risks in accordance with FAR Part 15.

<b>OUTSTANDING</b>	Very significantly exceeds most or all solicitation requirements. Response exceeds a "Better" rating. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance and efficiency is anticipated.
<b>BETTER</b>	Fully meets all the solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an "Acceptable" rating. The areas in which the offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality.
<b>ACCEPTABLE</b>	Meets all the solicitation requirements. The proposal is complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements.
<b>MARGINAL</b>	Less than "Acceptable." There are some deficiencies in the technical proposal. However, given the opportunity for discussions during the technical proposal has a reasonable chance of becoming at least "Acceptable."
<b>UNACCEPTABLE</b>	The technical proposal has many deficiencies and/or gross omissions that demonstrate the offeror's inability to meet the government's minimum requirements.

### **M.3 COST/PRICE EVALUATION:**



The basis for evaluation of an offeror's cost/price will be cost reasonableness and cost realism in accordance with FAR Parts 15 and 31. Offerors are hereby notified of the intended price evaluation adjustment for small disadvantaged business concerns as directed by FAR clause 52.219-23 included herein in Section I. If it is determined that the price evaluation adjustment is applicable to this solicitation, the adjustment will be applied prior to any competitive range determinations, or in the case of award on initial proposal, prior to the award decision.

#### **M.4 PAST PERFORMANCE EVALUATION**

The Government will assess the relative performance risks associated with an offeror through the evaluation of their past performance record. Performance risks are those risks associated with an offeror's likelihood of successful completion of the required project. When assessing past performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as technical performance, cost control, and delivery schedules, to include the following elements:

**QUALITY OF SERVICE** - Assess the offeror's conformance to contract requirements and standards of good workmanship.

**SCHEDULE** - Assess the timeliness of the offeror against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements.

**COST CONTROL** - Assess the offeror's effectiveness in forecasting, managing, and controlling control cost.

**BUSINESS RELATIONS** - Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness and quality of problem identification, corrective action plans, proposal submittals, the offeror's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts and whether the offeror met small/small disadvantaged and women-owned business participation goals.

Each performance assessment will consider the number and the severity of problems encountered, the effectiveness of corrective actions taken, and the overall work record of the offeror. The assessment of performance risk is not intended to be a product of a mechanical or mathematical analysis, but rather the product of subjective judgments by the Government after it considers all available, relevant and recent information. The following performance ratings shall apply (an outstanding rating being indicative of no risk anticipated and an marginal rating being indicative of significant performance risk anticipated):

**NEUTRAL** - No relevant past performance are available for evaluation. Offeror has asserted that it has no relevant directly related or similar past performance experience. Proposal receives no merit or demerit for this factor.

**OUTSTANDING** - No risk anticipated with delivery of quality product, on

time, or degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon offeror's past performance.

**BETTER** - Very little risk anticipated with delivery of quality product, on time, or of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.

**SATISFACTORY** - Some potential risk anticipated with delivery of quality product degradation or lack of customer satisfaction (or cost growth if applicable) based upon past performance.

**MARGINAL** - Significant potential risk anticipated with delivery of quality product, on time, and of degradation of performance based upon the offeror's past performance. (A rating of marginal does not by itself makes the proposal ineligible for award.)

#### **M.5 BASIS FOR AWARD**

(a) The Government intends to evaluate proposals and award a single contract without revisions to either the technical or cost proposal. However, the Government reserves the right to conduct discussions, request revisions in either the technical or cost proposal, if later determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(b) FRA will evaluate the Proposals received in response to this solicitation in accordance with the Federal Acquisition Regulations (FAR) and the Transportation Acquisition Regulations (TAR). One contractor will be selected for award on the basis its proposal being the most advantageous to the Government and most likely to achieve the goals in the RFP, price and other factors considered.

(c) Each technical proposal will be evaluated qualitatively and categorized as Outstanding, Better, Acceptable, Marginal, or Unacceptable in relation to the evaluation factors set forth in this solicitation. A finding of Unacceptable in one technical factor will result in the entire technical proposal being found to be Unacceptable. The Past Performance factor will be evaluated qualitatively and categorized as Neutral, Outstanding, Better, Satisfactory or Marginal, as set forth in Section M provision entitled "Evaluation of Past Performance."

(d) When combined, all evaluation factors other than cost or price are more important than cost or price.

(e) Prospective offerors are forewarned that an acceptable technical proposal and marginal past performance with the lowest price may not be selected if award to a higher-priced proposal affords the Government a greater overall benefit. The Government may elect to pay a price premium to select an offeror whose non-cost/price evaluation factors (e.g. technical and past performance) are superior.

END OF SOLICITATION